

Michael Miroyan  
in pro per  
Box 3181  
Saratoga, Ca 95070  
408-913-3123

today's date  
March 8, 2019

**FILED**

MAR 08 2019

CLERK  
United States Bankruptcy Court  
San Jose, California

U.S. Bankruptcy Court  
N. Dist. of California

In re:  
Michael Haroutun Miroyan  
Debtor

Case # 18-52601 MEH  
Chapter 13

re: Proposed orders by  
Atty Wayne Silver based  
on hearing 3/1/19

Court: 3020 Hon. M. E. Hammond  
M. Miroyan Declaration in support.

Miroyan's declaration in opposition  
to the form and lies within Atty Silver's  
proposed orders and Miroyan's demand  
that local rule 9021- (c) be adhered to  
and the order be lodged for 7 days.

3/8/19

*[Signature]*  
Miroyan

g.1

March 6, 2019

4pg. Declaration of Michael Miroyan  
in letter format to Atty Wayne Silver  
Filed on 3/8/19

Mr. Silver - You obviously don't care about any proper ethics or morals when it comes to your legal profession . I don't believe your conduct would be sanctioned by the state bar even though so far this judge has done exactly that.

And I understand you don't care about me ...but what you don't understand is that I'm not going to tolerate you breaking the law ... you continue to perpetrate fraud upon the court and me ...you crooked Liar and pathetic attorney who represents everything horrible about attorneys.

I demand that you follow the local rules, that you quote and send to me via your last email... Rule 9201-1(c) requires that this "proposed order" of yours, to which I reject and object as to form and content be lodged for a period of 7 days before the judge can sign it and I am confident she will not sign it because of your lies within it ...this being one of your most blatant lies: arrogantly and deceitfully negating filed documents in this case !

I demand you stop telling lies !!

You are forcing me to file a complaint with the attorney generals office for your perjury. And your criminal acts do not cease ...to the contrary , they get worse .

I will be asking the judge for sanctions against you for such conduct, as you knowingly perform fraud on the court . Such despicable actions should be made an example of , certainly not ignored, which by its very nature is to promote and sanction ....and that's why you continue to knowingly break the law, isn't it ?

Because you're not being called on your misdeeds ...and as a miscreant Who believes he is getting away with it ....you want to keep getting away with it , Isn't that correct?

Mr. Silver you must quit lying in your in your pleadings ....and you must CEASE in your fraudulent attempt to "rewrite history" here in this fraudulent order where you ask for the judge's signature saying there was "no consideration" at all given for the transfer of the assets( Page 2 line 23 ) which is contrary to the documentary proof filed in the clerks office in this case !

Your ignoring of my filed documents is illegal and fraudulent and you know better.

Yet you are knowingly breaking the law ! You are willingly risking your license and your livelihood to live in court and in your pleadings . Where is your "get out of jail free card", Mr. Silver ...show it to me.

When you tell the judge to disregard Filed Documents in this case, as you wish she would do, referring specifically to the Aug.2, 2018 2pg signed memo re: consideration for the transfer of assets (and all debt) from my wholly owned Hawaiian Riverbend, Llc to myself personally for close to \$1.9million dollars in consideration and which you choose to False-ly label within your PROPOSED LIE ORDER as "no consideration" and ask Judge Hammond to sign it you are knowingly committing perjury and asking the Judge to do the same

thing ! You are breaking the law ,sir .

How can a lawyer do something like this ?? into the teeth of such contrary evidence ....filed documentary proof of \$1.9 million dollars owed by the LLC to me personally .....

Mr. Silver , Your actions are unconscionable ! It means you have no conscience ...which means you are running amuck And doing me extensive and possibly irreparable damage as is your goal.

Mr. silver, you're despicable behavior is beyond the comprehension of a normal individual .....and shows the lengths to which you are willing to go .... to knowingly break the law , to do so in a federal courtroom in broad daylight and attach your name to it .....to perjure yourself in this court of law and in your pleadings and put it in writing because you fear the document and the truth so much And because you got your marching orders from Hawaii where they don't want to have to litigate the validity of the transfer because it is a valid and lawful transfer !

Its your dirty job, isn't it Mr. Silver, to try to make it not be a lawful and valid transfer Which it most certainly was, and so you entice the judge to join you in your perjury!! You invite Judge Hammond to perjure herself also .

Well this is something I've never seen ....no one should ever see and it's a criminal prosecution against you ,Mr. Silver.

You Knowingly break the law . How do you know you're not going to get busted ? How do you know you won't be called on the carpet for being a perjurer and for performing fraud on the court ? You're supposed to be an officer of the court, yet you knowingly and willingly perform fraud upon it !!

How do you do that without being worried about the consequences?

How do you get there ? that logic does not follow !!

The extent of your treachery and deceit scares me and would scare most people. You are trying to erase \$1.9million dollars of my earned monies.... the LLC owes me that money Mr. Silver . Your grand left of it is a felony and you do it thinking there's no repercussions ?? I disagree wholeheartedly!

And this is just one of the glaring examples of the lies in your proposed order.

I demand the local rules be followed which means 7 days it must be lodged.

And you're slick Willy moves are going to be exposed for your colleagues to see , the State bar & the state Attorney Generals Office and the Federal courts to see & decide the just remedy or you're going to correct them henceforth and at all times act as a professional lawyer should, not as you have been ...as a shyster trying to pull the wool over my eyes and taking advantage of a pro se litigator. Based on your highly questionable legal tactics

especially when you're giving this Judge Hammond her marching orders ....in her court ....and she incredibly and outrageously is nodding her head and then you take it to a whole new level in an order that doesn't even reflect that which was put on the record and which contains bald face lies because you will not act like a proper attorney .

Perhaps you are in capable of doing so and have become this that we see before us ...

This honest and truthful assessment of mine and warning to you is me treating you better than you have ever or will ever treat me ....which is so pathetic And is an indictment against you.

If you think I'm joking , then continue w/ your false pleadings ; And your blatant fraud in court .

Perhaps you think there's nothing I can do because you're so smart and you're so far ahead of me and therefore you get a laugh out of this request and demand made in civility....

A legally trained officer of the court and a member of the California state bar Shouldn't act the way you act.

Your current job and the way you perform it , is to get away with every dirty trick and low level stunt you can in court ....irregardless if it resembles the truth or not .... and you break the law .

Such arrogance & a cavalier attitude towards justice ....are not among the attributes of good attorneys , nor citizens, nor men .

You have no immunity when you knowingly break the law.... And that's exactly what you have been doing .... with the sole purpose and the sole goal to be the unfair & fraudulent destruction of your opponent Michael Miroyan's valid position; you knowingly file false documents, knowingly and willingly break the law ignoring the facts and attempt to change and alter those facts through your lies in the proposed order .

And you do with a sense of immunity and impunity as you tell Judge Hammond exactly what you want her to say ....and then you tell her exactly what she is to do ....even when there's no basis for it in fact or in the law & incredibly , she follows you ...In a blatant and outrageous abdication of her duties as an impartial referee.

Instead she has somehow become your obsequious servant , right or wrong and it's all wrong and it's not right and it's illegal and it's very clear something weird has happened in that courtroom since the previous hearing ....where all of a sudden I can't speak.... I can't get a continuance ....I can't get time to find an attorney... and you are dictating policy instead of the judge which is an outrage but which you look upon as "I'm going to get my decision .....I'm going to get my order .....and I'm gonna get this Miroyan guy out of here ...."

Real solid reasoning there Mr. Slipver based on stare decisis is it ? or I would say the death of it . And this Judge Hammond independently follows 03/08/19 when she follows you

,Mr. Silver?

Does the judge know where she's following you to?

I object to your order as to form and content and I shall not sign this lie for it is fraud.

Truly yours,

*Michael Miroyan* 3/6/19

Michael Miroyan

In pro per

I, Michael Miroyan, do hereby swear  
under penalty of perjury of the laws of the State  
of California that all of the above is true.

3/8/19

*Michael Miroyan*  
MMIROYAN

19.484

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On Mar 4, 2019, at 8:52 AM, Wayne Silver <ws@waynesilverlaw.com> wrote:

Mr. Miroyan-

Attached please find the proposed Order Granting Motion for Relief From Stay. I will consider requests for changes consistent with the Court's ruling if you get back to me today, or if you approve, please sign off, scan and email back to me - drop the original into the mail to my office. *Silver 1st email to Miroyan*

If I do not hear from you by close of business today, or if we are unable to agree on your proposed changes, I will delete your signature block and upload the Order to the Court for execution (without your approval) tomorrow, together with a Certificate of Service under Local Rule 9021-1, et seq. You are then welcome to submit your own proposed form of Order and serve a copy on my office.

Thank you.

Sent from my #15 iPhone

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EXHIBIT "A"

Atty Silvers 1<sup>st</sup> proposed  
order - 12 pgs.

R/T

1 **LAW OFFICE OF WAYNE A. SILVER**

2 Wayne A. Silver (108135)

3 643 Bair Island Road,

4 Suite 403

5 Redwood City, CA 94063

6 Phone: (650) 282-5970

7 Fax: (650) 282-5980

8 Email: ws@waynesilverlaw.com

9 Attorney for KENNETH Y. KAI and

10 TAE K. KAI, Trustees of the Kai Family 1998 Trust

11 **UNITED STATES BANKRUPTCY COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **SAN JOSE DIVISION**

14 In re:

15 MICHAEL HAROUTUN MIROYAN,

16 Debtor.

Case No.: 18-52601-MEH

Chapter 13

RS No. WS110

Date: March 1, 2019

Time: 10:00 a.m.

Court: 3020, Hon. M. Elaine Hammond

17 **ORDER GRANTING MOTION FOR RELIEF FROM STAY AND**  
18 **AWARDING IN REM RELIEF UNDER 11 U.S.C. §362(d)(4)**

19 The motion of the Kai Family 1998 Trust Dated October 5, 1998 ("Kai Trust"), for full and  
20 complete relief from the bankruptcy automatic stay under 11 U.S.C. §362(d)(1), together with an *in*  
21 *rem* order under 11 U.S.C. §362(d)(4) ("Motion"), to continue the judicial foreclosure of an  
22 undeveloped lot located in Hawaii identified in bankruptcy debtor Michael Haroutun Miroyan's  
23 ("Michael Miroyan") bankruptcy schedule A/B, Item 1.4 as: "Empty Land in HI, Lot: 3-6-8-002-  
24 053" and described in the Warranty Deed dated August 9, 2018 attached as Exhibit "A" hereto  
25 (referred to herein as "Parcel 53"), came on for continued hearing on March 1, 2019 before the Hon.  
26 M. Elaine Hammond, U.S. Bankruptcy Court Judge. Debtor Michael Miroyan appeared *pro per*.  
27 Attorney Wayne A. Silver appeared on behalf of the Kai Trust.

28 The Court having read and reviewed the pleadings, declarations and requests for judicial  
notice, having heard the arguments of those appearing, and having stated its findings and conclusions

Page - 1

Order Granting Motion for Relief from Stay and Awarding In Rem Relief Under 11 U.S.C.

§362(d)(4)

MIROYAN Refuses  
to sign. This  
order is a lie.  
u

Silver's #1

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1 on the record under Federal Rule of Bankruptcy Procedure 7052, with good cause appearing, hereby  
2 ORDERS:

3 1. The Kai Trust's Motion is GRANTED.

4 2. The Court having analyzed the twelve factor test originated in *In re Curtis*, 40 B.R.  
5 795, 799-800 (Bankr.D.Utah 1984), and having found those factors weigh heavily in favor of the  
6 Kai Trust, and having found Debtor Michael Miroyan engaged in bad faith, grants the Kai Trust full  
7 and complete relief from the bankruptcy automatic stay for cause under 11 U.S.C. §362(d)(1) to  
8 pursue all rights and remedies to foreclose upon and if necessary obtain possession of Parcel 53, as  
9 follows:

10 (a) Continue the prosecution of Civil Action No. 15-1-0164K against Hawaiian  
11 Riverbend, LLC in the Circuit Court of the Third Circuit State of Hawaii ("Civil Action") to final  
12 judgment;

13 (b) Add debtor Michael Miroyan as a defendant in the Civil Action, amend the complaint  
14 in the Civil Action as necessary, and pursue the Civil Action against debtor Michael Miroyan to final  
15 judgment;

16 (c) Bring a claim against debtor Michael Miroyan in the Civil Action for avoidance and  
17 cancellation of the Warranty Deed dated August 9, 2018 attached as Exhibit "A" hereto that  
18 transferred Parcel 53 from Hawaiian Riverbend, LLC to himself; and,

19 (d) Execute on any judgment or interlocutory order in the Civil Action with respect to the  
20 foreclosure of Parcel 53 against Hawaiian Riverbend, LLC, debtor Michael Miroyan, and any  
21 subsequent transferee of Parcel 53, without further order of this Court.

22 3. The Court having found Michael Miroyan engaged in bad faith by transferring Parcel  
23 53 from Hawaiian Riverbend, LLC to himself for no consideration and then filing for Chapter 13  
24 bankruptcy, and that such conduct was designed to hinder, delay and possibly defraud the Kai Trust,  
25 Kai Trust shall have *in rem* relief under 11 U.S.C. §362(d)(4) such that, if recorded in compliance  
26 with applicable State laws governing notices of interests or liens in real property, this Order shall be  
27 binding in any other case under Title 11 purporting to affect Parcel 53 by any person or entity filed  
28 not later than 2 years after the date of the entry of this Order by this Court, except that a debtor in a

1 subsequent case under Title 11 may move for relief from this Order based upon changed  
2 circumstances or for good cause shown, after notice and a hearing.

3 4. Michael Miroyan's Request for Judicial Notice filed on February 28, 2019 (Docket  
4 No. 62) is DENIED.

5 5. Michael Miroyan's motions filed on February 27, 2019 (Docket No. 61): (1) to  
6 continue the hearing on the Motion; (2) extend the bankruptcy automatic stay for twelve (12)  
7 months; and (3) authorize Parcel 53 to be listed for sale with John Miller of Sotheby's Real Estate,  
8 are DENIED.

9 6. The Kai Trust's objections to the unsworn Declaration of Michael Miroyan and  
10 attachments thereto filed on February 22, 2019 (Docket No. 60) are SUSTAINED.

11 7. The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

12 \*\*\*END OF ORDER\*\*\*

13 Approved as to form.

14  
15 Dated: March \_\_, 2019

16  
17 ~~Michael Haroutun Miroyan~~

*I will not sign.*

44  
copy  
C



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

August 09, 2018 3:29 PM  
Doc No(s) A-67950847



/s/ LESLIE T. KOBATA  
REGISTRAR

1 2/3 CGG  
B-33205881

Conveyance Tax: \$0.00

LAND COURT

AFTER RECORDATION, RETURN BY: MAIL ( ) PICKUP ( )  
Michael Miroyan  
P.O. Box 3181  
Saratoga California 95070

S:\CLERICAL\LJN\PWDSA FORMS MASTERS\Warranty deed (rev 6-11) .wpd

TMK No. (3) 6-8-002-053  
Subdivision File No.

Total No. of Pages: 07 *me*

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

This Deed, made on August 08, 2018, by Hawaiian Riverbend, LLC, a Hawaii limited liability company, whose address is P.O. Box 3181 Saratoga California 95070, with full power to sell, convey, transfer, mortgage, lease, or otherwise deal with real property, hereinafter called the "Grantor", and Michael Miroyan, a single man, whose address is P.O. Box 3181 Saratoga California 95070 hereinafter called the "Grantee".

WITNESSETH:

For TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt of which is herby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, in fee simple, forever, the property more particularly described in EXHIBIT "A", which is attached to and expressly made a part hereof.

And the revisions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

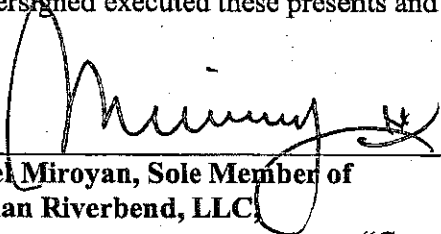
TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, hereditaments, privileges and appurtenances thereto belonging or appertaining, or held and enjoyed in connection therewith unto the Grantee according to the tenancy hereinabove set forth, absolutely and in fee simple, forever.

AND the Grantor herby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the described real and personal property and that the Grantor has good right to convey the same as aforesaid; that the property in free and clear of all encumbrances, except as

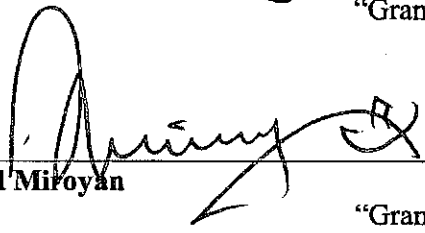
may be described in **EXHIBIT "A"**; and the Grantor will **WARRANT AND DEFEND** the same unto Grantee, forever, against the lawful claims and demands of all persons.

It is understood and agreed that the term "property" shall be deemed to mean and include the property specifically described in **EXHIBIT "A"**, all buildings and improvements thereon (including any personal property described in **EXHIBIT "A"**) and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several.

**IN WITNESS WHEREOF**, the undersigned executed these presents and of the day and year first above written.

  
\_\_\_\_\_  
Michael Miroyan, Sole Member of  
Hawaiian Riverbend, LLC

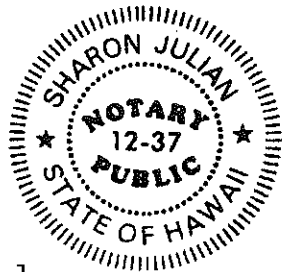
"Grantor"

  
\_\_\_\_\_  
Michael Miroyan

"Grantee"

STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 08th day of August, 2018, before me personally  
appeared Michael Mironyan, to me personally known, who, being  
by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the  
free act and deed of such person, and if applicable in the capacity shown, having been duly  
authorized to execute such instrument in such capacity.



[Official Seal/Stamp]

Signature: [Signature]  
Name: Sharon Julian  
Notary Public, State of Hawaii  
My commission expires: 02/05/2020

**NOTARY CERTIFICATION**

Document Description: Warranty Deed

☒ Doc. Date: 08/08/2018 or ☐ Undated  
No. of Pages: 7

[Signature] 08/09/2018  
Signature of Notary Public Date of Notarization  
Sharon Julian  
Printed Name of Notary Public



[official Seal/Stamp]

**EXHIBIT "A"**

**Legal Description**

**On Feb 13 2013 the HI county Council approved the this Lot into 3 newly created parcels: TMK # (3)-6-8-002-021 was reduced to 5.95 acres; TMK # (3)-6-8-002-052 created 10.75 acres; TMK # (3)-6-8-002-053 created 14.622 acres.**

All of that certain parcel of land situate at Waikoloa, District of South Kohala, Island and County of Hawaii, State of Hawaii, being LOT 9 of the "WAIKOLOA DEVELOPMENT", as shown on File Plan Number 1172, filed in the Bureau of Conveyances of the State of Hawaii, and containing an area of 14.622 acres, more or less.

**BEING THE PREMISES ACQUIRED BY DEED WITH COVENANTS AND RESERVATION OF EASEMENTS AND OTHER RIGHTS**

**GRANTOR: Waikoloa Mauka, LLC, a Delaware limited liability company**

**GRANTEE : Hawaiian Riverbend, a Hawaii limited liability company**

**DATED : November 12, 2009**

**RECORDED : November 23, 2009 as Document No. 2009-179060**

1. Real Property Taxes, if any, that may be due and owing.  
Tax Key: (3) 6-8-002-053 Area Assessed: 14.622 acres  
Tax Classification: AGRICULTURAL
2. Any and all matters not shown in the Indices described in Schedule A.
3. Mineral and water rights of any nature.
4. DESIGNATION OF EASEMENT "E-W-1" (50 feet wide)  
PURPOSE : electrical, telephone and water line  
SHOWN : on File Plan No. 1172
5. GRANT to WAIKOLOA WATER CO., INC., dated December 20, 1978, recorded in Liber 13374 at Page 441, as amended by instrument dated February 4, 1981, recorded in Liber 15498 at Page 103; granting an easement over said Easement "E-W-1".
6. DESIGNATION OF EASEMENT "E-4" (75 feet wide)  
PURPOSE : electrical and telephone  
SHOWN : on File Plan No. 1172
7. GRANT TO : HAWAII ELECTRIC LIGHT COMPANY, INC.  
DATED : April 27, 1976  
RECORDED : Liber 11411 Page 135  
GRANTING : an easement for utility purposes over Easement "6" described therein

Pg. 8

14



8. GRANT TO : WAIKOLOA WATER CO., INC. doing business as WEST HAWAII WATER COMPANY and WAIKOLOA RESORT UTILITIES, INC. doing business as WEST HAWAII UTILITY COMPANY  
DATED : February 19, 1998  
RECORDED : Document No. 98-028921  
GRANTING : an easement for utility purposes over Easement "W-2" described therein
9. GRANT TO : WAIKOLOA RESORT UTILITIES, INC. doing business as WEST HAWAII UTILITY COMPANY  
DATED : February 19, 1998  
RECORDED : Document No. 98-028918  
GRANTING : an easement over only that portion of said Easement "E-W-1" affecting Lot 9 of File Plan No. 1172
10. GRANT TO : VERIZON HAWAII INC. now known as HAWAIIAN TELCOM, INC.  
DATED : ---- (acknowledged April 22, 2003 and May 23, 2003)  
RECORDED : Document No. 2003-139270  
GRANTING : an easement for utility purposes over Easement "1" described therein
11. No vehicular access and planting screen, as shown on Subdivision map 11-001060, approved November 29, 2012.
12. DESIGNATION OF EASEMENT "AE-1"  
PURPOSE : access  
SHOWN : on Subdivision map 11-001060, approved November 29, 2012
13. The terms and provisions contained in the following:  
(A) DEED WITH COVENANTS AND RESERVATION OF EASEMENTS AND OTHER RIGHTS  
DATED : September 20, 2005  
RECORDED : Document No. 2005-188909  
Certain water rights reserved in said Deed have been assigned pursuant to that certain WATER RIGHTS QUITCLAIM dated September 20, 2005, recorded as Document No. 2005-188913, by and between WAIKOLOA LAND & CATTLE CO., "Grantor", and WAIKOLOA WATER CO., INC., and WAIKOLOA RESORT UTILITIES, INC., "Grantee".  
(B) GRANT OF RIGHT TO DESIGNATE AND GRANT EASEMENTS  
DATED : September 20, 2005  
RECORDED : Document No. 2005-188911  
PARTIES : WAIKOLOA MAUKA, LLC, "Owner", and WAIKOLOA LAND & CATTLE CO., "WDC"  
Said Grant was amended by instrument dated November 29, 2006, recorded as Document No. 2006-220312.
14. The terms and provisions contained in the following:  
INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS

Pg. 9

15

DATED : December 29, 2008  
RECORDED : Document No. 2008-193975

15. The terms and provisions contained in the following:

INSTRUMENT : DISCLOSURE AGREEMENT  
DATED : December 29, 2008  
RECORDED : Document No. 2008-193976

PARTIES : WAIKOLOA MAUKA, LLC, a Delaware limited liability company, "WML", WQJ2008 INVESTMENT, LLC, a Washington limited liability company, "WQJ2008", UKUMEHAME QUARRY COMPANY LIMITED PARTNERSHIP, a Hawaii limited partnership, "Ukumehame", and collectively with WQJ2008, "Buyer"

16. Historic ceremonial and burial sites and similar matters which an archaeological study and archaeological inspection of the land would disclose.

17. REAL PROPERTY MORTGAGE

MORTGAGOR : HAWAIIAN RIVERBEND, LLC, a Hawaii limited liability company  
MORTGAGEE : KENNETH Y. KAI and TAE K. KAI, Trustees, of the Kai Family 1998 Trust dated October 5, 1998  
DATED : April 28, 2010  
RECORDED : Document No. 2010-062606  
AMOUNT : \$540,000.00-covers the land herein besides other lands  
ABOVE MORTGAGE AMENDED BY INSTRUMENT  
DATED : August 8, 2013  
RECORDED : Document No. A-50700518  
RE : to increase Loan Amount to \$809,504.00

18. The terms and provisions contained in the following:

INSTRUMENT : JOINT VENTURE AGREEMENT  
DATED : April 29, 2010  
RECORDED : Document No. 2010-062607  
PARTIES : WAIKALO A MAUKA, LC, a Delaware limited liability company ("WM") and HAWAIIAN RIVERBEND, LLC, a Hawaii limited liability company, ("HR")

19. GRANT TO : WAIKOLOA VILLAGE ASSOCIATION, a Hawaii nonprofit corporation  
DATED : August 5, 2013  
RECORDED : Document No. A-50090859  
GRANTING : a nonexclusive right and easement over, under and across the Easement Area being 60 feet wide for utility purposes

Pg. 10

16

20. REAL PROPERTY MORTGAGE  
MORTGAGOR : HAWAIIAN RIVERBEND, LLC, a Hawaii limited liability company  
MORTGAGEE : KENNETH Y. KAI and TAE K. KAI, Trustees of the Kai Family 1998 Trust dated October 5, 1998  
DATED : August 7, 2013  
RECORDED : Document No. A-50700519  
AMOUNT : \$300,000.00
21. NOTICE OF PENDENCY OF ACTION  
PLAINTIFF : KENNETH Y. KAI and TAE K. KAI, Trustees of the Kai Family 1998 Trust  
DEFENDANT : HAWAIIAN RIVERBEND, LLC; et al.  
DATED : June 3, 2015  
FILED : Circuit Court of the Third Circuit, State of Hawaii, Case No. 15-1-0164K, on June 3, 2015  
RECORDED : Document No. A-56341008 on June 5, 2015  
RE : foreclosure of Mortgage
22. Any unrecorded leases and matters arising from or affecting the same. 0
23. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
24. Hawaiian Riverbend, LLC has not yet submitted proper information to the Department of Commerce and Consumer Affairs of the State of Hawaii (Business Registration) for Good Standing status.

Pg. 11

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Service List

Michael Haroutun Miroyan  
PO Box 3181  
Saratoga, CA 95070-1181

Pg. 12

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Order Granting Motion for Relief from Stay and Awarding In Rem Relief Under 11 U.S.C.

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EXHIBIT ~~2~~ 'B'

Atty Silver's 2<sup>ND</sup> proposed order.  
4 pages

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10 TAE K. KAI, Trustees of the Kai Family 1998 Trust

11 **UNITED STATES BANKRUPTCY COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **SAN JOSE DIVISION**

14 In re:

15 MICHAEL HAROUTUN MIROYAN,

16 Debtor.

Case No.: 18-52601-MEH

Chapter 13

RS No. WS110

Date: March 1, 2019

Time: 10:00 a.m.

Court: 3020, Hon. M. Elaine Hammond

17 **ORDER GRANTING MOTION FOR RELIEF FROM STAY AND**  
18 **AWARDING IN REM RELIEF UNDER 11 U.S.C. §362(d)(4)**

19 The motion of the Kai Family 1998 Trust Dated October 5, 1998 ("Kai Trust"), for full and  
20 complete relief from the bankruptcy automatic stay under 11 U.S.C. §362(d)(1), together with an *in*  
21 *rem* order under 11 U.S.C. §362(d)(4) ("Motion"), to continue the judicial foreclosure of an  
22 undeveloped lot located in Hawaii identified in bankruptcy debtor Michael Haroutun Miroyan's  
23 ("Michael Miroyan") bankruptcy schedule A/B, Item 1.4 as: "Empty Land in HI, Lot: 3-6-8-002-  
24 053" and described in the Warranty Deed dated August 9, 2018 attached as Exhibit "A" to the  
25 Motion for Relief from Stay filed on December 29, 2018 (Docket No. 24) (referred to herein as  
26 "Parcel 53"), came on for continued hearing on March 1, 2019 before the Hon. M. Elaine Hammond,  
27 U.S. Bankruptcy Court Judge. Debtor Michael Miroyan appeared *pro per*. Attorney Wayne A.  
28 Silver appeared on behalf of the Kai Trust.

The Court having read and reviewed the pleadings, declarations and requests for judicial

Page - 1

Order Granting Motion for Relief from Stay and Awarding In Rem Relief Under 11 U.S.C.

Case 18-52601 Doc# 67 Filed: 03/08/19 Entered: 03/08/19 17:04:10 Page 20 of



1 notice, having heard the arguments of those appearing, and having stated its findings and conclusions  
2 on the record under Federal Rule of Bankruptcy Procedure 7052, with good cause appearing, hereby  
3 ORDERS:

4 1. The Kai Trust's Motion is GRANTED.

5 2. The Court having analyzed the twelve factor test originated in *In re Curtis*, 40 B.R.  
6 795, 799-800 (Bankr.D.Utah 1984), and having found those factors weigh heavily in favor of the  
7 Kai Trust, and having found Debtor Michael Miroyan engaged in bad faith, grants the Kai Trust full  
8 and complete relief from the bankruptcy automatic stay for cause under 11 U.S.C. §362(d)(1) to  
9 pursue all rights and remedies to foreclose upon and if necessary obtain possession of Parcel 53, as  
10 follows:

11 (a) Continue the prosecution of Civil Action No. 15-1-0164K against Hawaiian  
12 Riverbend, LLC in the Circuit Court of the Third Circuit State of Hawaii ("Civil Action") to final  
13 judgment;

14 (b) Add debtor Michael Miroyan as a defendant in the Civil Action, amend the complaint  
15 in the Civil Action as necessary, and pursue the Civil Action against debtor Michael Miroyan to final  
16 judgment;

17 (c) Bring a claim against debtor Michael Miroyan in the Civil Action for avoidance and  
18 cancellation of the Warranty Deed dated August 9, 2018 attached as Exhibit "A" to the Motion for  
19 Relief from Stay filed on December 29, 2018 (Docket No. 24) that transferred Parcel 53 from  
20 Hawaiian Riverbend, LLC to himself; and,

21 (d) Execute on any judgment or interlocutory order in the Civil Action with respect to the  
22 foreclosure of Parcel 53 against Hawaiian Riverbend, LLC, debtor Michael Miroyan, and any  
23 subsequent transferee of Parcel 53, without further order of this Court.

24 3. The Court having found Michael Miroyan engaged in bad faith by transferring Parcel  
25 53 from Hawaiian Riverbend, LLC to himself for no consideration and then filing for Chapter 13  
26 bankruptcy, and that such conduct was designed to hinder, delay and possibly defraud the Kai Trust,  
27 Kai Trust shall have *in rem* relief under 11 U.S.C. §362(d)(4) such that, if recorded in compliance  
28 with applicable State laws governing notices of interests or liens in real property, this Order shall be

1 binding in any other case under Title 11 purporting to affect Parcel 53 by any person or entity filed  
2 not later than 2 years after the date of the entry of this Order by this Court, except that a debtor in a  
3 subsequent case under Title 11 may move for relief from this Order based upon changed  
4 circumstances or for good cause shown, after notice and a hearing.

5 4. Michael Miroyan's Request for Judicial Notice filed on February 28, 2019 (Docket  
6 No. 62) is DENIED.

7 5. Michael Miroyan's motions filed on February 27, 2019 (Docket No. 61): (1) to  
8 continue the hearing on the Motion; (2) extend the bankruptcy automatic stay for twelve (12)  
9 months; and (3) authorize Parcel 53 to be listed for sale with John Miller of Sotheby's Real Estate,  
10 are DENIED.

11 6. The Kai Trust's objections to the unsworn Declaration of Michael Miroyan and  
12 attachments thereto filed on February 22, 2019 (Docket No. 60) are SUSTAINED.

13 7. The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

14 \*\*\*END OF ORDER\*\*\*  
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Service List

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